

REMARKS IN RESPONSE TO THE OFFICE ACTION

Applicant thanks the Examiner for review of the present application and notes with appreciation the indication of allowance of Claims 1, 3-9, 11-21, and 32-54. Claims 1, 3-9, and 11-54 were previously pending in the application, and Claims 1, 3-9, and 11-61 are now pending as a result of the present amendment to the application. Claims 2 and 10 have been previously canceled.

The Office Action of October 24, 2006, indicates that Claims 1, 3-9, 11-21, and 32-54 are allowed. Claims 22-23 and 25-26 are rejected under § 102(b) as being anticipated by U.S. Patent 5,383,091 to Snell ("the Snell patent"). Claim 24 is rejected under § 103(a) as being unpatentable over the Snell patent in view of U.S. Patent Application Publication No. 2005/0022924 to Blackburn ("the Blackburn publication"). And Claims 27-31 are rejected under § 103(a) as being unpatentable over the Snell patent in view of U.S. Patent 6,701,159 to Powell ("the Powell patent").

Applicant hereby amends Claim 22, adds new Claims 55-61, and provides the following remarks in response to the rejections of the Office Action.

Rejections under 35 U.S.C. § 102

The Office Action rejects Claims 22, 23, 25, and 26 under 35 U.S.C. § 102(e) as being anticipated by the Snell patent.

Applicant has amended Claim 22 to recite, as recommended in the Office Action, "of a mobile terminal" to provide the environment of the interlocking chassis and use of the membrane cover such that the interlocking body cover is for a mobile terminal. Applicant has also amended Claim 22 to correct the antecedent basis for the element previously described as the cover instead to refer to the membrane.

Regarding the § 102 rejection, Applicant has also amended Claim 22 to further recite, "wherein said membrane is adapted to cover an operational face of the mobile terminal, the operational face having at least one of a display screen an a user-operable button of the mobile terminal." The Snell patent expressly teaches away from such use of an elastomeric membrane. That is, the Snell patent states that the "manner by which the casing is supported on the device enables the casing material to *avoid having to cover any area of the front, operational face of the device, where such features as the ear piece, mouthpiece and push buttons are located*" (emphasis added). See Abstract, lines 9-13. The Snell patent further expresses teaching adverse to the amended claim language in the specification at column 2, lines 28-31 that states, "The casing **20** serves to cover the entire backface of the telephone and partially its side walls and end walls, *but avoids overlying any surface on the front face*" (emphasis added). By comparison, an embodiment of the present invention as claimed in Claim 22 and its dependent claims is adapted to be able to cover an operational face of the mobile terminal having at least one of a display

screen and a user-operable button. As such, Applicant submits that this amendment to Claim 22 overcomes the present rejection based on the Snell patent and that Claim 22, as amended, is now in condition for allowance, as are Claims 23-31 depending from amended Claim 22.

Applicant has also added new Claims 55-61. Of those new claims, Claim 55 recites the limitations of un-amended independent Claim 22 and dependent Claim 23 and Claim 56 recites the limitations of un-amended independent Claim 22 and dependent Claims 25 and 26. With regard to the subject matter presented in new Claims 55 and 56, which represent the subject matter of Claims 23 and 26, Applicant respectfully traverses the rejections of Claims 23 and 26 and, thus, submits that Claims 55 and 56 are in condition for allowance.

With regard to the rejection of Claim 23, the Office Action states that "Snell teaches at least part of said membrane is a translucent material (see 12)." Element 12 of the Snell patent is a display screen. However, the language of Claim 23 and Claim 55 recites that "at least part of *said membrane* is a translucent material," not that at least part of said chassis or mobile terminal is a translucent material. Applicant respectfully submits that display screen 12 in the Snell patent is not part of the casing 20. Rather, the display screen 12 is part of the portable cellular telephone 10. As such, Applicant submits that the Snell patent does not disclose the limitation of Claim 23 and Claim 55 and that Claims 23 and 55 are patentable for at least this reason.

With regard to the rejection of Claim 26, the Office Action states that "Snell teaches said membrane defines ... a display window (display window in 12) there through." Applicant believes that a misunderstanding or misinterpretation of the claim language is present with regard to the rejection of Claim 26. Applicant cites to the specification at page 21, paragraph 0060 that states, "A display window may be a transparency used to protect a display and limit the permeable regions between a cover and a chassis." As such, Applicant believes that Claim 26 accurately recites that the elastomeric membrane cover includes some structure and/or material within the circumscribed void that "defines a display window. And, further, Applicant submits that the mere presence of a display screen or like monitor element on a mobile terminal does not disclose the limitation of the interlocking body cover comprising a display window disposed in the circumscribed void. More particularly, with regard to the rejection of Claim 26 based upon the Snell patent, Applicant note that display screen 12 is part of the portable cellular telephone 10, not part of the covering 20, and also that the covering does not define a circumscribed void in the covering and in which a display window is located. As such, Applicant submits that the Snell patent does not disclose the limitation of Claim 26 and Claim 56 and that Claims 26 and 56 are patentable for at least this reason.

Rejections under 35 U.S.C. § 103(a)

The Office Action rejects Claim 24 under § 103(a) as being unpatentable over the Snell patent in view of the Blackburn publication and Claims 27-31 under § 103(a) as being unpatentable over the Snell patent in view of the Powell patent.

Applicant has added new Claims 55-61. Of those new claims, Claim 57 recites the limitations of un-amended independent Claim 22 and dependent Claim 27, and Claims 58-61 recite the limitations of dependent Claims 28-31. With regard to the subject matter presented in new claims 57-61, which represent the subject matter of Claims 27-31, Applicant respectfully traverses the rejections of Claims 27-31 and, thus, submits that Claims 57-61 are in condition for allowance.

With regard to the rejection of Claim 27, the Office Action states that “It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the opening 34 for the monitor 24 and keypad 26 to become an opening for monitor 23 (sic, 24) and keymat for keypad 26 in order to increase the protective enclosure of the cellular telephone.” Applicant respectfully disagrees. First, Applicant notes, as above with regard to Claim 22, that the Snell patent expressly teaches away from covering operational features of a mobile terminal such as a display screen 12 (monitor 26) and a push button area 11 (keypad 26). That is, the Snell patent states that the “manner by which the casing is supported on the device enables the casing material *to avoid having to cover any area of the front, operational face of the device, where such features as the ear piece, mouthpiece and push buttons are located*” (emphasis added). See Abstract, lines 9-13. The Snell patent further states, “The casing 20 serves to cover the entire backface of the telephone and partially its side walls and end walls, *but avoids overlying any surface on the front face*” (emphasis added). See col. 2, ll. 28-31. Similarly, the Powell patent teaches away from covering operational features of a mobile terminal such as a monitor 26 and a keypad 26. All of the drawings and the specification of the Powell patent teach having an opening in the protective covering to permit viewing of the monitor and access to the keypad. See, e.g., Fig. 1; col. 1, l. 60 – col. 2, l. 1 (stating, “The protective enclosure of the present invention comprises an elastomeric web of material... having ... an elongated rectangular opening to permit viewing of the monitor and access to the keypad of that cellular telephone.”); col. 3, ll. 52-60. Each of the Snell patent and the Powell patent disclose and teach coverings that do not include any covering over a keypad. And nothing in either the Snell patent or the Powell patent suggests, in any way, that the covering might comprise a flexible keymat. As such, Applicant submits that neither the Snell patent nor the Powell patent, either taken alone or in combination, teaches or discloses the limitation of Claim 27 and Claim 57 of “said second surface [of the elastomeric membrane cover] defines a flexible keymat. Applicant recognizes that both the Snell patent and the Powell patent disclose a keypad (a push button area 11 in the Snell patent and a keypad 26

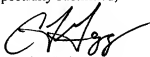
in the Powell patent). However, neither of these references discloses or teaches a keymat, or even any other covering, being part of the elastomeric membrane cover. Applicant submits that Claims 27 and 57, and Claims 28-31 and 58-61 depending respectively therefrom, are patentable for at least this reason.

Conclusion

In view of the remarks presented above, Applicant submits that all of the pending claims of the present application are in condition for allowance. Accordingly, entry of the amendments and allowance of the application are respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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